

REQUEST FOR PROPOSALS FOR RESPITE SERVICES

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ADMINISTRATIVE OVERVIEW

The Aging Services Bureau of the Senior and Long Term Care Division, Department of Health and Human Services is designated the State Unit on Aging by the Administration on Aging for purposes of coordinating and implementing aging services under Title III of the Older Americans Act to persons 60 years of age or older throughout Montana.

The Aging Services Bureau applied for and received an Alzheimer's Disease Demonstration Grant to States (ADDGS) from the Administration on Aging in July 2005 in part to develop and implement three or more demonstration programs that will coordinate and increase access to respite services to caregivers residing in frontier/rural areas by implementing mechanisms for caregivers to share in the cost of providing respite services (such as cost sharing), thus increasing the sustainability of respite services. This RFP will implement this portion of the grant.

Copies of the grant are available upon request. The grant is also posted on the department website at www.mt.gov.

100 SERVICE DESCRIPTION

Attachment A contains a description of the services that are provided in Montana under Title III of the Older Americans Act. Availability of services locally depends on identified need and available funds.

This RFP covers the provision of respite services. Respite services are an important support service that can assist caregivers in maintaining family members who need assistance to remain in their homes and in the community. Since 2001, respite services are mainly funded through the National Family Caregiver Support Program of the Older Americans Act. The ADDGS direct care funds for respite can be used to supplement existing respite care funds or be used to develop new services.

Individuals to be served

Under the National Family Caregiver Support Program regulations, the following groups are eligible for respite care services:

- Caregiver of person 60 years of age or older
- Grandparents 60 years of age or older raising grandchildren
- Parents 60 years of age or older who have a disabled child residing with them

Under the ADDGS grant, the target group for respite services is:

- Caregivers of persons with Alzheimer's disease and other cognitive impairments.

To increase the viability of respite programs in frontier and rural counties and meet the needs of other underserved caregivers, respite programs will be allowed to serve caregivers providing care to persons with other disabilities and medical conditions. However, these caregivers must have another source of funding other than Older Americans Act funds or grant funds if they do not fall into the categories listed above.

Funds available

Years 1 and 2

- Alzheimer's Disease Demonstration Grant to States provides funds for direct care to caregivers providing care to persons who are over 60 and have a cognitive impairment (Alzheimer's disease, dementia, Parkinson's disease, stroke, or traumatic brain injury) = **\$145,000**
- One-time State general funds for in-home caregiver services for cognitively impaired clients = **\$40,000**
- One-time State general funds for in-home caregiver services to cover services provided to non-cognitively impaired clients = **\$45,000**

TOTAL FUNDS available for first two years = **\$230,000**

Year 3

- Alzheimer's Disease Demonstration Grant to States provides funds for direct care to caregivers providing care to persons who are over 60 and have a cognitive impairment (Alzheimer's disease, dementia, Parkinson's disease, stroke, or traumatic brain injury) = **\$145,000**

Aging providers must outline how other AoA Title III respite care funds will be incorporated into a comprehensive plan for respite services within their service area.

110 PURPOSE

The purposes of this RFP are to:

1. solicit from proposers competitive proposals to provide respite services;
2. describe respite service and Title III aging services in detail;
3. provide a description of the population to be served;
4. clearly define all work to be performed;
5. provide mandatory contents for all proposals;
6. provide a schedule of events and activities required for compliance with department objectives; and
7. describe the proposal evaluation process.

120 RFP ORGANIZATION

This RFP is comprised of the sections identified in the table of contents, plus all documents specifically included by reference in any section. The department reserves the right to amend this RFP at any time prior to the proposal closing and be held harmless by issuing supplemental material.

130 ISSUING OFFICER

This RFP is issued for the State of Montana by the Department of Public Health and Human Services through the Senior and Long Term Care Division for the benefit of the department. The contacts for SLTC are:

Charlie Rehbein or Doug Blakley
Senior and Long Term Care Division
Department of Public Health and Human Services
111 Sanders, P.O. Box 4210
Helena, MT 59604
Telephone: (406) 444-7788 or (406) 444-7787

140 CONTRACTING OFFICER

Following the selection of the most advantageous offerings to the department, the Senior and Long Term Care Division will be the sole point of contact. The contracting officer for this RFP is:

Kelly Williams, Administrator
Senior and Long Term Care Division
Department of Public Health and Human Services

150 PERFORMANCE SCHEDULE

The following schedule of events is anticipated for the procurement initiated by this RFP:

	Deadline Date
1. Issue RFP	November 3, 2005
2. Intent to Propose Notification Deadline	5 PM on November 17, 2005
3. Proposers' Conference	1 PM on November 28, 2005
4. Written Questions Deadline	5 PM on December 1, 2005
5. Written Answers Distributed	December 14, 2005
6. Proposals Due	5 PM on January 18, 2006
7. Contract Award	January 31, 2006
8. Contract Implementation	February 7, 2006

Proposers should be guided by this anticipated schedule in preparing proposals, however, the department may amend the schedule if necessary and shall be held harmless for any such amendment.

151 INTENT TO PROPOSE NOTIFICATION

Each proposer must notify the department in writing of the intent to submit a proposal. This notification will ensure that the department is able to inform proposers of any changes to the RFP and provide notice of the Proposers Conference.

This notification must include the proposed coverage area for which the proposal will be submitted. Proposers should assure that their intent to propose notification is complete, timely, and in compliance with requirements of this section. Failure to do so may result in the proposal being rejected or declared non-responsive. The intent to propose notification must be received by the department by **5 PM on November 17, 2005**.

152 PROPOSERS' CONFERENCE

A Proposer's Conference will be held at the Department of Public Health and Human Services, 111 Sanders Street, Helena, **Room 207, on November 25, 2005 at 1:00 pm.** Accommodations will be made for proposers unable to attend in person.

It is important for proposers to familiarize themselves with the RFP and use this conference as a forum to request clarification for questions they have about the RFP; request changes to the RFP for requirements considered so restrictive as to prohibit or discourage offering a proposal; and offer any suggestions, comments or changes to the RFP which would improve the RFP, or competition.

Proposer concerns about lack of clarity, ambiguity or surprise will not be entertained if not first presented in writing at this conference or through written questions submitted prior to the conference.

Any proposer desiring to respond to this RFP is urged to have at least one representative attend the Proposer's Conference.

153 QUESTIONS AND ANSWERS

Oral questions will receive oral responses. These will neither be official nor become a part of the RFP.

All written questions, submitted prior to or at the Proposer's Conference, will be read aloud, and will receive unofficial oral responses at that time, followed by official written answers. Proposers are encouraged to submit written questions to enable the Department to better formulate oral responses, especially where changes to the RFP are proposed. Each proposer submitting written questions must clearly identify any sections, pages, or items of this RFP to which the question is related.

Oral questions asked at the Conference, and any subsequent questions, may be presented to the Department in writing for an official written answer. All written questions must be addressed to: Doug Blakley, Project Director, Senior and Long Term Care Division, Department of Public Health and Human Services, PO Box 4210, Helena, Montana, 59604 and must be received by the date specified in this RFP (**5 pm on November 17, 2005**). Written questions received after that deadline will be rejected.

Written answers to all written questions will be distributed to potential proposers who were mailed copies of this RFP by **December 14, 2005**. Responses will also be posted on the State website at www.mt.gov. They will be included in the RFP as an attachment under Section 600, Questions and Answers. Names of potential proposers submitting written questions will not be disclosed in the official written responses.

154 PROPOSAL SUBMISSION

All requirements in this RFP are mandatory, including proposal formats. Each proposal must address all requirements in sufficient detail to be considered responsive. The proposals will be judged based on information and details requested in this RFP,

attachments and any referenced materials. Proposers should assure that their response to this RFP is complete, timely, and in compliance with proposal requirements of Section 300. Failure to do so may result in the proposal being rejected or declared non-responsive. Proposals must be received by the department by **5 pm on January 18, 2006**. Content of the awarded proposal will be included in any resulting contract.

160 CONTRACT TERM

The department intends to enter into contracts by January 16, 2006. The term of the contract will be from **January 31, 2006 through June 30, 2008**, which corresponds to the Alzheimer's grant period.

170 COST OF RESPONDING

The cost of developing proposals, and any other such costs, are entirely the responsibility of the proposer and shall not be reimbursed by the State of Montana.

180 RIGHTS RESERVED

While the department has every intention to award contracts, issuance of this RFP in no way constitutes a commitment by the State of Montana to award contracts. Upon determination that such actions would be in its best interests, the State reserves the right to:

1. waive any informality. Should a proposal be tendered that does not exactly comply in form or content to the specifications of this RFP, the department may, at its discretion, accept it if it is considered by the department to be in the best interest of the State to do so. The right of the department to waive an informality does not give the proposer any right to unilaterally fail to comply with an informality or require that any informality be waived.
2. cancel or terminate this RFP;
3. reject any or all proposals received in response to this RFP;
4. waive any provisions of this RFP which it determines will have no impact on any proposal;
5. not award, or if awarded, terminate any contract for which there is not a proper appropriation or allocation of State or Federal funds, or for which State or Federal funds are unavailable; and
6. accept any qualified proposal if acceptance of such a proposal is determined to be in the best interest of the State of Montana.

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SERVICE OVERVIEW

200 INTRODUCTION

Section 200 of the RFP provides a narrative description of services requested. The information in this section's narrative is a general overview of the specific requirements of the RFP that are detailed in Section 400 of the RFP.

210 SERVICE DESCRIPTION

A general description of respite care to be purchased follows in this section.

Requirements for the provision of the services through the Aging Services Bureau are found in the boiler plate contract, related contract appendices and the applicable rules, regulations and policies, which appears in Attachment B.

RESPITE SERVICES

Respite care is defined in the Older Americans Act as follows: services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers.

Respite Care includes:

1. In-home respite (personal care, homemaker, and other in-home respite);
2. respite provided by attendance of the care recipient at a senior center or other nonresidential program;
3. institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps.

Providers face many challenges in developing, implementing and sustaining human services in frontier and rural counties. As a demonstration grant, proposers will be able to explore different models of delivering respite services. Proposers will be allowed wide latitude in developing these models. All models must implement some mechanisms for caregivers to share in the cost of providing respite services (such as cost sharing), thus increasing the sustainability of respite services.

The ADDGS specifically targets caregivers providing care to people with cognitive impairments. Traditionally, the majority of clients seeking respite services through the Aging Network have had some cognitive impairment. However, to increase the viability of projects, the Aging Services Bureau has set aside \$40,000 in state general funds so clients who are not cognitively impaired can be served as part of this project. National Family Caregiver Support Program funds currently designated for respite care can also be used to cover services for this group.

220 ADMINISTRATIVE STRUCTURE

Any Area Agency, County Council on Aging, senior center or other provider in the Aging Network can submit an RFP. Any respite or health care provider, in collaboration with an aging provider, can also submit an RFP. All proposers must demonstrate

collaborative and/or coordination efforts among local respite care service providers and caregiver groups in developing their RFPs.

Agencies responding to the RFP must meet applicable state and federal statutes, regulations and rules governing service provision, including appropriate licensure and certification as necessary.

230 PRINCIPLES FOR DEVELOPING RESPITE PROGRAMS

The grant contains a set of principles to guide the development of new models, which proposers should adhere to. These principles include:

- Demonstration programs will have the flexibility to work with new community partners to develop services. Emphasis will also be placed on working with the Medicaid Waiver program to offer respite services to clients participating in that program;
- Use existing infrastructure within participating organizations to deliver services;
- Structure respite services taking into account a functional definition of respite that allows caregivers a break from their caregiving responsibilities;
- Serve a greater number of rural and frontier caregivers by coordinating and/or collaboration with other programs serving client populations in need of respite care to provide services to any caregiver in need of respite care;
- Explore how services can be more consumer directed; and
- Explore opportunities for building relationships with private sector/charitable organizations to sponsor or share in the cost of respite services.

240 AREAS TO BE SERVED UNDER A PROPOSAL

Proposers have the latitude to set service areas for their proposals based on geographic, logistical or economic factors, consumer needs, or other appropriate factors. Since the target population of the grant is frontier and rural counties, proposals that target these areas will receive preference. Proposers are not precluded from including urban counties in their proposals, especially if they feel it will increase the viability and sustainability of their proposal.

250 REGULATIONS

The Department's current policies and regulations are available upon request.

260 PHILOSOPHY/MISSION

The mission of the Senior & Long Term Care Division is to advocate for and promote dignity and independence for older Montanans and Montanans with disabilities by:

- Providing information, education and assistance;
- Planning, developing and providing for, quality long term care services; and
- Operating within a cost-effective service delivery system

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PROPOSAL ORGANIZATION

300 PROPOSAL SUBMISSION

To be considered, proposals must include:

1. a transmittal letter and
2. six copies of the proposal.

All of these materials must be received by the Senior and Long Term Care Division at the address shown in Section 130 by **5 pm on January 18, 2006**. Late proposals will be rejected. Proposers are advised that all materials delivered to the State in response to this RFP will be available for public inspection after the proposals have been opened, pursuant to 18-4303, MCA.

All proposals received prior to the proposal closing time and date are the property of the State and will not be returned to proposers. The State's ownership of proposals is not affected by cancellation of the RFP after receipt of proposals, declaration of any proposal as non-responsive or unacceptable, or failure to select a proposer as a contractor.

310 PROPOSAL FORMAT AND CONTENT

Each proposal to this RFP must be organized into two separate documents:

1. a transmittal letter, as specified in Section 320 and
2. a proposal, as specified in Section 330.

320 TRANSMITTAL LETTER

The transmittal letter transmits the proposal and must identify all material and enclosures being forwarded collectively as part of a proposal to the RFP. The letter must identify the service area for which the proposal is submitted. The letter must be signed by the person or persons authorized to legally bind the proposer.

330 PROPOSAL CONTENTS

Each proposal must include:

1. an executive summary;
2. the proposal requirements; and
3. a proposal index.

340 EXECUTIVE SUMMARY

In the executive summary the proposer must identify the most important features of the proposal. The proposer should describe how the proposer's agency would enhance the range and flexibility of respite services available to individuals in the community. The executive summary affords an opportunity for the proposer to call attention to the unique strengths of the proposal that make it worthy of final selection.

350 PROPOSAL REQUIREMENTS (SECTION 400)

The proposal **must** contain all of the material, address each of the issues, and answer all of the questions specified in Section 400 of this RFP. **Proposals that do not include all the information called for in Section 400 may be rejected.**

360 PROPOSAL INDEX

In order to ensure a fair and complete evaluation of the proposal, the proposer **must** submit a detailed proposal index that identifies the location in the proposal, by page and paragraph, of each of the minimum proposal requirements found in Section 400 of this RFP.

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PROPOSAL REQUIREMENTS

400 INTRODUCTION

Section 400 is a key component of this RFP. **While the organization, order, and general format of each proposal is up to the proposer, all proposals must provide the information called for in Section 400.** Proposers may and should provide other material and information to strengthen the case for final selection of their proposal.

410 ADMINISTRATIVE DESCRIPTION

A sound administrative and governance capacity is essential to delivering respite services. Describe in detail the administrative structure and governance capacity of the proposer and any organizations it will be directly collaborating with. Include the following information:

1. the name(s) of the party or organization(s) submitting the proposal including the administrative structure referred to in Section 220;
2. a summary of the organization's history, with emphasis on their experience in delivering services in general, and respite care in particular;
3. a work plan that describes the activities and timelines required to implement respite services by the contract effective date. If your agency is presently providing respite services, please state how current services will be incorporated into the RFP requirements to provide a comprehensive respite care plan for your service area; and
4. a copy of any agreements or cooperation signed with other providers regarding the provision of respite services or letters of support from community partners.

420 CONSUMER INVOLVEMENT

To increase the effectiveness of services and to ensure respite services are meeting the needs of caregivers, proposers should develop methods to involve consumers and get their feedback. An example of one method would be to develop a consumer advisory council. Council members can be individuals who were previously, or are currently, receiving respite services. Consumer advisory councils can be especially effective for consumer directed services.

430 SERVICE DELIVERY COMPONENTS

This section will enable us to evaluate how your organization will structure and deliver respite services. If your proposal includes the use of vouchers or self directed respite services and you feel that some of the following requirements do not apply, explain why and what if any alternative steps you would implement to address the core issue.

- 431 Describe your organization's philosophy of respite care. If you intend to allow consumer directed services, provide a definition of consumer directed services and how they would be implemented in the context of respite services.

- 432 Describe the scope of when you will make respite services available. Will services be available during normal business hours only, during evening hours, on weekends, for overnight periods or extended periods?
- 433 Describe the specific geographic area you will be serving (e.g., city, county, Area Agency). Also describe where you will provide actual respite services. Will they be provided in the caregiver's home or in a facility such as a nursing home or adult day care facility?
- 434 Outline the scope of care that a respite worker would be providing in an in-home setting. Will the respite worker provide supervision of the person only? Will they provide assistance with activities of daily living or instrumental activities of daily living? Will they be taking the care recipient out of the home? Will they perform any homemaker or home chore services in conjunction with respite care?
- 435 Describe how your organization will screen and assess caregivers for respite services. Who will conduct these functions and what training will they have? Will the screening and assessment function be done as part of a larger, more comprehensive screening and assessment?
- 436 Describe how your organization will assess care recipients needs. Who will conduct these functions and what training will they have? Will the screening and assessment function be done as part of a larger, more comprehensive screening and assessment? How will workers be educated on the individual needs of care recipients?
- 437 Describe how your agency will train and supervise respite care workers. Provide examples of specific topics that workers would be trained in. How will initial training and on-going training be accomplished? Describe the extent to which you anticipate coordinating with the educational and training opportunities of the grant that will be conducted by the Alzheimer's Association - Montana Chapter. (See Attachment C)
- 438 Describe how you will inform and educate caregivers about the availability and benefits of respite care. Describe the extent to which you anticipate coordinating with the educational and outreach opportunities of the grant that will be conducted by the Alzheimer's Association - Montana Chapter. (See Attachment C)
- 439 Describe what evaluation and quality control measures you will use to ensure that services are meeting caregiver and care recipient needs.

440 STAFFING

The success of the program depends upon the quality of the people it employs. Describe in detail the duties, qualifications and levels of pay for all persons employed. The following information is required:

1. will employees be full time or part time employees;
2. will they work in other programs in addition to their respite care duties;
3. any transitional hiring plans you have for the initial implementation phase and beyond;
4. provide a brief description of general job duties and the entry level salary and benefits package for the position;

450 COORDINATION OF SERVICES, COMMUNITY RESOURCES

This section evaluates your agency's ability to develop relationships to the community, other providers and other caregiver groups that will increase the viability and sustainability of your respite services.

- 451 Describe the extent of respite care currently being provided in your planned service area. Are there other services available to caregivers that might function as respite care? Describe how your respite services will interface with these services.
- 452 Describe the extent of your planned efforts for outreach to other providers of respite or other caregivers who need respite but are not eligible for services under the grant or under Title III.

460 FINANCIAL INFORMATION

Provide in detail the following information regarding the financial operation of the organization:

1. Provide an overall budget for your proposal
2. Provide a budget narrative that includes costs for personnel, fringes, travel, equipment, supplies, contractual costs, other expenses and in-direct charges.
3. Provide an estimate of the number of units of respite care for each of the 3 years of the grant.

470 MODEL OF SERVICE AND RATE STRUCTURE

Describe what service model you intend to implement and what choices caregivers will have in receiving services through your organization. What mechanisms will you implement for caregivers to share in the cost of providing respite services? What methods will you employ to allocate respite care services or dollars to caregivers?

480 SUSTAINABILITY

Describe how your organization will sustain the respite services after grant funds end. What are your voluntary contributions for respite services now and what do you project them to be in the future? What plans do you have to form public private partnership to raise funds for respite care?

490 MATCH REQUIREMENTS

The following is the match requirements proposers should take into account when developing their proposals:

GRANT	Federal match
First year	Met
Second year	35%
Third year	45%

First year match

Proposers will not have a match requirement in the **first year** of the grant because we have sufficient in-kind and state in-home care funds to meet the federal matching requirements.

Second year match

Calculating match requirements for the second year of the grant:

- Proposers can calculate what percentage of the respite services their proposal will use from the overall direct care funds (\$185,000) and use that percentage of the state general funds as part of the year two match requirements;
- Cost sharing projections can be used as match;
- Any other one-time state funds for in-home caregiving services (\$200,000) that Area Agencies are allocating to respite care can be used as match during the second year of the grant
- Any local funds
- Any in-kind expenses that are directly attributable to the proposers respite care services.
- Using a functional definition of respite, proposers may also be able to re-evaluate and redefine current services (such as homemaker or home chore) if they are being delivered to caregivers.

Example for 2nd year Match:

Proposer requests	\$60,000
Match requirement	$\frac{\$60,000 \times .35}{.65} = \$32,308$
Grant state in-home caregiver general funds	$\frac{\$60,000}{185,000} \times \$40,000 = \$12,973$
Balance needed in match	\$19,335

Third year match

In the third year of the grant, we plan to go statewide with cost sharing. Match rates will be negotiated at that time.

Match requirements can be adjusted during the contract period if circumstances change during the contract period.

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SELECTION AND EVALUATION PROCESS

500 INTRODUCTION

The selection of the successful proposal will be based on the quality of the proposal, budget information, relevant proposer experience, and the needs of the Senior and Long Term Care Division.

510 PROPOSER QUESTIONS

Prior to the deadline for submission of proposals, proposers will be given an opportunity to seek clarification regarding RFP contents and requirements through questions submitted orally at the proposer's conference or received in writing. In order to ensure appropriate and timely response regarding the RFP, the questions must be submitted in writing to Doug Blakley at the address found in Section 130 of this RFP on or before **December 1, 2005**.

520 PROPOSAL EVALUATION COMMITTEE

A proposal evaluation committee will be established by the Department of Public Health and Human Services to evaluate all proposals and make recommendations for final selection. It will consist of members of the Caregiver Subcommittee of the Governor's Advisory Council on Aging, which was responsible for developing the grant and providing input into its implementation. Resource persons may be utilized by the proposal evaluation committee. The Committee will make recommendations in writing to the Division Administrator.

530 ORAL PRESENTATION

Prior to beginning the evaluation process, the issuing officers or evaluation committee may contact the proposer for clarification on any portion of their proposal. Proposers may be requested to make an oral presentation to the members of the proposal evaluation committee at a place and time to be determined at a later date.

540 PROPOSAL EVALUATION METHOD

The committee will evaluate proposals based on the following:

1. Meeting the proposal requirements indicated in Section 410 Administrative Description;
2. The scoring received for sections 410, 420, 430, 440, 450, 460 and 470; and
3. Letters of support and cooperation.

Recommendations for selection will result from the considered best judgment of members of the proposal evaluation committee.

550 PROPOSAL SELECTION FACTORS

The proposal evaluation committee will consider the responsiveness of the proposal in describing how the proposer will provide respite services. In arriving at a recommendation for final selection, the following factors will be considered:

1. compliance of the proposal with the format and content requirements of the RFP;
2. a positive indication of the proposer's willingness and ability to carry out every requirement of the RFP;
3. response to each requirement calling for a detailed narrative and/or documented response;
4. the overall quality of the proposal;
5. relevant, current and past proposer experience providing services identified in the proposal. The Department reserves the right to obtain reference information from parties; and
6. how the proposal addresses the needs of the Senior and Long Term Care Division service system in the community, region and state.
7. Scoring of Sections 410(2) AND (3), 420, 430, 440, 450, 460, and 470. Maximum scores for these sections are:

Section 410	(2)	10 points
	(3)	20 points
Section 420		5 points
Section 430	431	10 points
	432	20 points
	433	20 points
	434	20 points
	435	10 points
	436	10 points
	437	10 points
	438	10 points
	439	15 points
Section 440		10 points
Section 450	451	20 points
	452	20 points
Section 460		20 points
Section 470		20 points

560 CONTRACT NEGOTIATIONS

Upon review of each proposal, and the recommendations of the proposal evaluation committee, the most advantageous offerings to the state will be selected.

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ATTACHMENT A

Description of services available through the aging network.

SERVICE DEFINITIONS

The following are the definitions for the twenty-two services that MASTS captures. These services are divided into different clusters, each having specific data collection requirements. Some federal definitions were modified to coincide with how the Aging Network functions in Montana.

Cluster 1 (Registered Services)

Requires client specific service data (IADL/ADL, race, ethnicity, income, gender, rural and live alone status).

1. **Personal Care** - Personal assistance, stand-by assistance, supervision or cues with activities of daily living (e. g., eating, bathing, dressing, toileting, transferring to or from bed to chair).
2. **Homemaker** - Assistance with instrumental activities of daily living such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.
3. **Chore** - Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
4. **Home-Delivered Meal** - A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by AAAs or local contractors and meets all of the requirements of the Older Americans Act and State/Local laws. Meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals. Certain Title III-E funded home delivered meals may also be included – see the definition of NSIP meals below.
5. **Adult Day Care/Adult Day Health** - Personal care for dependent elders in a supervised, protective, and congregate setting during some portion of a day. Services offered in conjunction with adult day care/adult day health typically include social and recreational activities, training, counseling, and services such as rehabilitation, medications assistance and home health aide services for adult day health.
6. **Case Management** - Assistance either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers or family

caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessment, as required.

Cluster 2 (Registered Services)

Requires client specific service data (race, ethnicity, income, gender, rural and live alone status).

7. **Congregate Meal** - A meal provided to a qualified individual in a congregate or group setting. The meal as served meets all of the requirements of the Older Americans Act and State/Local laws. Meals provided to individuals through means-tested programs such as Medicaid Title XIX waiver meals or other programs such as state-funded means-tested programs are excluded from the NSIP meals.
8. **Nutrition Counseling** - Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses, or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
9. **Assisted Transportation** - Assistance and transportation, **including escort**, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.

NSIP Meals - A Nutrition Services Incentive Program (NSIP) Meal is a meal served in compliance with all the requirements of the OAA, which means at a minimum that: 1) it has been served to a participant who is eligible under the OAA and has NOT been means-tested for participation; 2) it is compliant with the nutrition requirements; 3) it is served by an eligible agency; and 4) it is served to an individual who has an opportunity to contribute. OAA eligible meals including those served to persons under age 60 where authorized by the OAA. NSIP Meals also include home delivered meals provided as Supplemental Services under the National Family Caregiver Support Program (Title III-E) to persons aged 60 and over who are either care recipients (as well as their spouses of any age) or caregivers.

Cluster 3 (Non-registered Services)

10. **Transportation** - Transportation from one location to another. Does not include any other activity.
11. **Legal Assistance** - Legal advice, counseling and representation by an attorney or other person acting under the supervision of an attorney.

12. **Nutrition Education** - A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers, or participants and caregivers in a group or individual setting overseen by a dietician or individual of comparable expertise. Programs developed by the State Aging Services Nutritionist, or individual of comparable expertise (e.g., an extension agent or home economist) can be used.
13. **Information and Assistance** - A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Each I&A call or visit related to a client's need for assistance counts as a unit of service. Service under this category is provided in the I&A office.
14. **Outreach** - Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients (or their caregivers) and encouraging their use of existing services and benefits. Service under this category is provided outside the I&A office.

Note: The service units for information and assistance and for outreach are individual, one-on-one contacts between a service provider and an elderly client or caregiver. An activity that involves contact with multiple current or potential clients or caregivers (e.g., publications, publicity campaigns, and other mass media activities) should not be counted as a unit of service. Such services might be termed public information and reported on the public information category.

Other State Services

15. **Skilled Nursing Service (In-Home)** - Skilled nursing services provided by a licensed nurse by order of a physician - medically-oriented care for acute or chronic illness, provided in the patient's home. Includes services such as cleaning wounds, changing bandages, giving injections, administering medications, inserting catheters and other skilled nursing services ordered by a physician.
16. **Telephone reassurance/Friendly Visiting Service** - A volunteer or paid staff member making contact with an older person (either in person or by phone) in order to provide comfort and companionship.

17. **Health Screening Service** - A trained health professional is performing various medical or screening tests such as blood pressure reading, diabetes or glaucoma screening, hearing examinations, hypertension, cholesterol, cancer and health risk assessment, flu shots, foot clinics, or medication management. Can be provided in in-home, community or other settings.
18. **Multipurpose Senior Center Activities** - Services provided at a community or neighborhood facility organized to provide a broad range of services including health, nutritional, social, educational services and the provision of facilities for recreational and group activities for older persons.
19. **Health Promotion** - Programs relating to chronic health conditions, alcohol and substance abuse reduction, smoking cessation, weight loss and control, injury prevention, physical fitness programs, exercise programs and stress management; their prevention; and education about their effects.
20. **Community Educational Programs** - Group presentations by aging staff on the availability of aging service programs, services or benefits. Examples include programs presented by an I&A educational programs at a senior center or to a service group.

NFCSP services

Requires client specific service data (race, ethnicity, income, gender, rural and live alone status).

21. **Respite Care** - Services which offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite Care includes: (1) In-home respite (personal care, homemaker, and other in-home respite); (2) respite provided by attendance of the care recipient at a senior center or other nonresidential program; 3) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver; and (for grandparents caring for children) summer camps.
22. **Caregiver support** - Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals, support groups, and caregiver training (of individual caregivers and families).

Supplemental services - Services provided on a limited basis to complement the care provided by caregivers. Examples of supplemental services include, but are not limited to, skilled nursing, home delivered meals, transportation, home chore, and homemaker.

From Office on Aging Policies and Procedures Manual, Section 102-2 (amended 10/04)

MONTANA'S OLDER AMERICAN ACT PROGRAMS CONTRACT
FROM THE
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
CONTRACT NUMBER
04-22A-XXXX

SECTION 1: PARTIES

THIS CONTRACT, is entered into by and between the Montana Department of Public Health and Human Services, (hereinafter referred to as the "Department"), whose address, fax and XXXX

THE PARTIES AGREE AS FOLLOWS:

SECTION 2: PURPOSE

The purpose of this contract is:

- A. To implement the direct care portion of the Alzheimer's Disease Demonstration Grant to States (ADDGS) that the Aging Services Bureau received from the Administration on Aging. DHHS. The grant is for 3 years.
- B. Specifically, this contract is to develop and implement a demonstration program that will coordinate and increase access to respite services to caregivers residing in frontier/rural areas by implementing mechanisms for caregivers to share in the cost of providing respite services (such as cost sharing), thus increasing the sustainability of respite services.

SECTION 3: TERM OF CONTRACT

The term of this contract for the purpose of delivery of respite services is from January X, 2006 through June 30, 2008 unless terminated otherwise in accordance with the provisions of this contract. This contract is a one-time contract and therefore may not be extended for any period beyond that specified above.

SECTION 4: SERVICES TO BE PROVIDED

- A. Respite services as described in the proposal and hereby incorporated in Attachment A.

SECTION 5: CONSIDERATION AND PAYMENTS

- B. Consideration

In consideration of the services to be provided through this contract for January, X 2006 to June 30, 2008, the Contractor is to receive from the Department reimbursement for

services rendered in accordance with those costs provided for in the budget set forth in this section. The Contractor may only bill for services that have been performed.

1.

Personnel	\$x
Travel/training	\$x
In-direct costs	\$x
Contracted services	\$x
Other	\$x
Total	\$xx

2. Funds available under this contract may not be used for the purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility.
3. The Contractor must provide \$X in matching funds. Matching funds may be met through cost sharing, general funds, other resources and in kind. Matching funds may not be federal funds. Matching funds may not be used to match for any other federal monies.

C. Payments

1. The Department will pay the Contractor upon receipt of a monthly invoice.

D. Reporting

1. The Contractor must submit on or before the **25th** day of each month financial and program data for each service utilizing the Montana Aging Services Tracking System (MASTS). Or, for financial reporting, in a format authorized by the State Office. The Contractor must use the Montana Aging Services Tracking System form to collect client and units of service data. The Contractor must utilize the State's electronic transfer system for reporting, or a system prescribed by the Office of Aging. Failure to submit reports on a timely basis will result in withholding of payments until the required reports are received.
2. Documentation must be submitted for training events. Include a copy of the agenda (indicating time and place), a list of the trainers, a list of who training is geared to (i.e. project director, cooks, etc.), and the Area Plan Objective to which the training relates.
3. Final year end reporting for each service must be submitted within 45 days after the State fiscal year end, or upon expiration of the contract.
4. Each subcontract must set forth any reports the subcontractor is required to submit. It should also indicate the time period covered by each report and the due date of the report.

- E. The Department may withhold payment at any time during the term of the contract, if the Contractor is failing to perform its duties and responsibilities in accordance with the terms of this contract.
- F. The consideration provided to the Contractor under this contract may be adjusted by the Department in its discretion based on audit findings.
- G. The sources of funding for this contract are Catalogue of Federal Domestic Assistance (CFDA) Nos.: 93.051
- H. The total reimbursement provided to the Contractor for the purposes of this contract may not exceed \$XXX.
- I. The Contractor may not receive monies provided through this contract as reimbursement for the costs of services that are reimbursed from other sources.

SECTION 6: CREATION AND RETENTION OF RECORDS

- A. The Contractor must create and maintain records of the services covered by this contract, including financial records, supporting documents, and such other records as are required by law or other authority.
- B. Records must be retained for a period of three (3) years from the completion date of this contract. If any litigation, review, claim or audit is started before the expiration of the three year period, the records must be retained until all litigation, reviews, claims or audit findings involving the records have been resolved. If records have not been audited within the 3-year period, all documentation shall be retained until an audit occurs.
- C. The Contractor must provide the Department and its authorized agents with reasonable access to records the Contractor maintains for purposes of this contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices.
- D. Records developed for the purposes of delivery of services to recipients under this contract are the property of the Department and must be developed, maintained, and disposed of as provided in this contract or as otherwise directed by the Department.

SECTION 7: ACCOUNTING, COST PRINCIPLES AND AUDIT

- A. The Contractor, in accordance with 18-4-311, MCA and other authorities, must maintain for the purposes of this contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP), as interpreted by the Department, and to any other accounting requirements the Department may require.

- B. The Department or any other legally authorized governmental entity or their authorized agents may at any time during or after the term of this contract conduct, in accordance with 5-13-304 and 18-1-118, MCA and other authorities, audits for the purposes of assuring the appropriate administration and expenditure of the monies provided to the Contractor through this contract and assuring the appropriate administration and delivery of services provided through this contract.
- C. The Contractor, for purposes of audit and other administrative activities, in accordance with 18-1-118, MCA and other authorities, must provide the Department and any other legally authorized governmental entity or their authorized agents access at any time to all the Contractor's records, materials and information, including any and all audit reports with supporting materials and work documents, pertinent to the services provided under this contract until the expiration of three (3) years from the completion date of this contract.

The State and any other legally authorized governmental entity or their authorized agents may record any information and make copies of any materials necessary for the conduct of an audit or other necessary administrative activity.
- D. The Contractor, if receiving \$500,000 or more in federal funds from any and all federal funding sources, must comply with the accounting and audit requirements of Federal Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" concerning the use of the funds provided under this contract.
- E. The Contractor agrees to schedule an annual audit, prepare a Certificate of Audit and submit along with audit report to the Department and the Federal clearing house within nine months of completion of the contract, as required by Federal Circular A-133.
- F. The Contractor agrees to follow up and take corrective action on audit findings, including preparation of a summary schedule of prior audit findings and a corrective action plan.
- G. The Contractor must reimburse the Department or compensate the Department in any other manner as the Department may direct for any sums of monies determined by an audit to be owing to the Department.

SECTION 8: RECOVERY OF IMPROPER OR ERRONEOUS PAYMENTS

- A. The Department shall be entitled to recover all payments erroneously or improperly made to the Contractor. The Contractor is responsible to refund the full amount of any erroneous or improper payment within 30 days of written demand by the Department.
- B. If the Contractor fails to repay the Department within 30 days, the amount owed to the Department may be automatically deducted from any future payments to the Contractor. Any erroneous or improper payment received by the Contractor shall constitute a debt to

the Department and may be recovered by the Department by any means provided by law or this contract.

- C. The Contractor must notify the Department immediately if the Contractor believes it has received an overpayment or other erroneous or improper payment.

SECTION 9: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. The Contractor may not assign, transfer, delegate or subcontract, in whole or part, this contract or any right or duty arising under this contract unless the Department in writing approves the assignment, transfer, delegation or subcontract.
- B. An assignment, transfer, delegation or subcontract entered into by the Contractor must be in writing, must be subject to the terms and conditions of this contract, and must contain any further conditions as may be required by the Department.
- C. The Department's approval of any assignment, transfer, delegation or subcontract neither makes the Department a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against the Department.
- D. The Contractor must immediately notify the Department of any litigation concerning any assignment, transfer, delegation or subcontract.
- E. The Contractor must indemnify and hold the Department harmless, in accordance with the provisions of this contract, regarding indemnification, with respect to any suit or action by any party to an assignment, transfer, delegation or subcontract.

SECTION 10: INDEMNIFICATION

- A. The Contractor must indemnify, defend, and hold harmless the State of Montana, its officials, agents, and employees from any breach of this contract by the Contractor, from any matters arising from the performance of this contract, or from the Contractor's failure to comply with any federal, state, and local laws, regulations, and ordinances applicable to the services or work to be provided under this contract.
- B. This indemnification applies to all claims, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of the Contractor, its employees, agents, subcontractors, or assignees and any other person, firm, or corporation performing work, services, or providing materials under this contract.

SECTION 11: INSURANCE COVERAGE

- A. GENERAL LIABILITY INSURANCE

1. The Contractor must maintain, at its cost, primary standard general liability insurance coverage. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of services, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under this contract. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.
2. The Contractor must provide general liability insurance coverage inclusive of bodily injury, personal injury and property damage. The general liability insurance coverage must be obtained with combined single limits of \$500,000 per occurrence and \$1,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the insured's general supervision of the Contractor, products and completed operations; and arising in relation to the premises owned, leased, occupied, or used by the Contractor.

B. AUTOMOBILE LIABILITY INSURANCE

1. The Contractor must maintain, at its cost, automobile liability insurance coverage. The insurance must cover claims as may be caused by any act, omission, or negligence of the Contractor and/or its officers, agents, employees, representatives, assigns or subcontractors.
2. The Contractor must provide automobile liability insurance inclusive of bodily injury, personal injury and property damage. The automobile liability insurance coverage must be obtained with combined single limits of \$500,000 per occurrence and \$1,000,000 aggregate per year, from an insurer with a Best's Rating of no less than A- or through a qualified self-insurer plan, implemented in accordance with Montana law and subject to the approval of the Department.
3. The state, its officers, officials, agents, employees, and volunteers, are to be covered as additional insured for liability arising out of activities performed by or on behalf of the Contractor, inclusive of the Contractor's general supervision, or arising in relation to automobiles leased, hired, or borrowed by the Contractor.

C. GENERAL REQUIREMENTS

1. The Contractor must provide to the Department a copy of the certificate of insurance showing compliance with the requisite coverage. All insurance required under this

contract must remain in effect for the entire contract period. The Contractor must provide to the Department copies of any new certificate or of any revisions to the existing certificate issued during the term of this contract.

2. The Department may require the Contractor to provide copies of any insurance policies pertinent to these requirements, any endorsements to those policies, and any subsequent modifications of those policies.
3. The Contractor's insurance coverage is the primary insurance in respect to the state, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the state and its officers, officials, agents, employees, and volunteers is in excess of the Contractor's insurance and does not contribute with it.
4. Any deductible or self-insured retention must be declared to and approved by the Department. At the request of the Department, the insurer must:
 - a. reduce or eliminate such deductibles or self-insured retentions in relation to the state, its officials, employees, and volunteers; or
 - b. the Contractor must procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

SECTION 12: COMPLIANCE WITH LABOR LAWS

- A. The Contractor assures the Department that the Contractor is an independent contractor providing services for the Department and that neither the Contractor nor any of the Contractor's employees are employees of the Department under this contract or any subsequent amendment.
- B. The Contractor, at all times during the term of this contract, must maintain coverage for the Contractor and the Contractor's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program. The Contractor must provide the Department with proof of necessary insurance coverage.
- C. If the Contractor has received, for workers' compensation purposes, an independent contractor exemption as to the Contractor, the Contractor must provide the Department with a copy of the exemption.
- D. The Contractor is solely responsible for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Contractor and any persons providing services on behalf of the Contractor under this contract.

- E. The provision of this contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits accruing or resulting from the Contractor's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of the Contractor under this contract is an employee of the Department.

SECTION 13: COMPLIANCE WITH APPLICABLE LAWS, RULES AND POLICIES

The Contractor must comply with all applicable federal and state laws, executive orders, regulations and written policies, including those pertaining to licensing.

SECTION 14: FEDERAL REQUIREMENTS

A. Generally

- 1. The Contractor, in addition to the federal requirements specified in this contract and any attachments to this contract, must comply with the applicable federal requirements and assurances for recipients of federal grants provided in the federal OMB 424B (Rev. 7-97) form, known as "ASSURANCES - NON-CONSTRUCTION PROGRAMS", and in the Department's "CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES (6-99)". Those assurance documents must be signed by the Contractor and submitted to the Department prior to the signing of this contract.

The Contractor is responsible for determining which requirements and assurances are applicable to the Contractor.

- 2. The Contractor must ensure compliance of its subcontractors with the applicable federal requirements and assurances.

B. Political and Lobbying Activities

- 1. Federal monies received by the Contractor under the terms of this contract may not be used for any political activities by the Contractor, its employees or agents except as expressly permitted by state and federal law.
- 2. As required by 31 U.S.C. 1352 and 45 CFR 93.100 et seq., federally appropriated monies may not be used to influence or attempt to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress, in connection with the awarding of any federal contract, grant or loan, the making of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

3. If any funds other than federally appropriated funds are paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress or an employee of a member of the U.S. Congress in connection with this contract, the Contractor must complete and submit to the Department the federally required form, "STANDARD FORM LLL".
4. Federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, as provided in Section 503 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, may not be used:
 - a. to fund publicity or propaganda, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or a state legislature, except for presentations to the U.S. Congress or a state legislative body or one or more of its members as an aspect of normal and recognized executive-legislative relationships.
 - b. to pay the salary or expenses of any grant or contract recipient, or agent acting for the recipient, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or a state or local legislative body.
5. The Contractor must cooperate with any investigation undertaken regarding the expenditure of funds for political or lobbying activities.
6. The Contractor must ensure the compliance of any subcontractors with these restrictions and any related reporting requirements.

C. Federal Debarment Prohibition

1. The Department, in accordance with The Federal Acquisition Streamlining Act of 1994, P.L. 103-355, and Executive Orders #12549 and #12689, is prohibited from contracting with any entity that is debarred, suspended, or otherwise excluded from participating in procurement activities funded with federal monies. This prohibition also extends to contracting with an entity that has a director, officer, partner, person with beneficial ownership of more than 5 percent of the entity's equity, employee, consultant, or person otherwise providing items and services that are significant and material to the entity's obligations under its contract with the Department if that person has been debarred, suspended or otherwise excluded from participating in procurement activities funded with federal monies.
2. If the Department finds that the Contractor is not in compliance with subsection (1), the Department;
 - a. must notify the federal government;

- b. may continue this contract unless the Secretary of the federal Department of Health and Human Services directs otherwise; and
- c. may only renew or otherwise extend the duration of the existing contract with the Contractor if the federal government provides to the Department and to Congress a written statement describing compelling reasons that exist for renewing or extending this contract.

SECTION 15: CIVIL RIGHTS

A. Federal and State Authorities

The Contractor must comply with the applicable provisions of the Montana Human Rights Act (49-2-101, et seq., MCA), Governmental Code of Fair Practices (49-3-101, et seq. MCA) the federal Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the federal Age Discrimination Act of 1975 (42 U.S.C. 6101, et seq.), Section 504 of the federal Rehabilitation Act of 1973 (29 U.S.C. 794), and the federal Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.).

B. Discrimination

The Contractor, as provided at 49-3-207, MCA and other relevant authorities, may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin.

C. Employment

The Contractor, as provided at 49-3-207, MCA, must hire persons on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

The Contractor, in accordance with federal Executive Orders 11246 and 11375 and 41 CFR Part 60, must provide for equal employment opportunities in its employment practices.

SECTION 16: CONFIDENTIALITY AND HIPAA REQUIREMENTS

- A. The Contractor must, during and after the term of this Contract, protect confidential consumer and recipient information obtained and used in the performance of contractual duties and responsibilities under this Contract in accordance with applicable legal and policy authorities. All Ombudsman records must be stored in a locked file cabinet.
- B. All material and information containing consumer and recipient personal information provided to the Contractor by the Department or acquired by the Contractor on behalf of the Department, whether verbal, written, magnetic media, or in other forms, is to be

regarded as confidential information and may only be used or disseminated by the Contractor, its subcontractors, or agents for the purposes allowed for under this Contract and any governing legal and policy authorities.

- C. The Contractor, in relation to individually identifiable health information, must comply with the privacy requirement of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the regulations implementing that requirement at 45 CFR Part 160 and Subparts A and E of Part 164 as they may be applicable to the Contractor and the services provided through this Contract. Attachment C to this contract provides information as to where the Contractor may access the relevant HIPAA legal authorities and the interpretative direction provided by the federal government. The Department's Certification Form, signed by the Contractor and incorporated as an attachment to this Contract provides for the Contractor's certification of its determination as to whether it is legally subject to the HIPAA privacy requirements and, if subject to the HIPAA, certification of its determination that it is fully in compliance with HIPAA.
- D. The Contractor must notify the Department in writing within 5 work days in the event that 1) a complaint is lodged with the Office of Civil Rights (OCR) of the Department of Health and Human Services alleging that determines that the Contractor is not in compliance with HIPAA, 2) the Office of Civil Rights (OCR) of the Department of Health and Human Services determines that the Contractor is not in compliance with HIPAA, or 3) an administrative action or litigation is initiated against the Contractor based on any legal authority pertaining to the protection of confidential information. The Contractor must provide with any notice a copy of the relevant administrative complaint, determination, or legal complaint .
- E. Failure of the Contractor to be in compliance with this provision, the Department's policies protecting confidential information, or federal and state legal authorities, inclusive of HIPAA, governing the protection of confidential information is cause for termination of this Contract by the Department .

SECTION 17: RECIPIENT GRIEVANCES AND APPEALS

- A. The Contractor must inform applicants for and recipients of services provided through this contract of any right there maybe to present grievances to the Contractor and the Department or to receive a fair hearing.
- B. If an appeal for a fair hearing is filed, the Contractor must appear, if requested by the Department, to present evidence in any hearing that may be held.
- C. The Contractor, as directed by the Department, must provide services in accordance with the decision in a fair hearing concerning services provided by the Contractor to a recipient of services.

SECTION 18: PUBLICITY

- A. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this contract prepared and released by the Contractor must include the statement:

"This project is funded (in part) under a contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of the Department."

- B. As provided in Section 507 of H.R. 3424, appropriating monies for the Departments of Labor, Health and Human Services, and Education, as enacted through Division B of H.R. 3194, "The Consolidated Appropriations Act of 1999", Pub. L. No. 106-113, and as may be provided by congressional continuing resolutions or further budgetary enactments, all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this contract, funded in part or in whole with federally appropriated monies received through the programs of the federal Departments of Health & Human Services, Education or Labor, must state the percentage and the monetary amount of the total program or project costs funded with federal monies and the percentage and the monetary amount of the total costs funded with nongovernmental monies.
- C. All statements, press releases, and other documents or media pieces made available to the public describing the services provided with monies received through this contract must be reviewed and approved by the Department prior to use, publication or release.

SECTION 19: PROPERTY

- A. For purposes of this provision the following definitions based on the pertinent federal regulations apply:

"Equipment" means tangible nonexpendable personal property, including exempt property, charged directly to the contract having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit unless lower limits are otherwise established.

"Intangible property" means, but is not limited to, trademarks, copyrights, patents, and patent applications and such property as loans, notes and other instruments of property ownership, whether considered tangible or intangible.

"Personal property" means property of any kind of property except real property. It may be tangible, having physical existence, such as equipment and supplies, or intangible, having no physical existence, such as data, copyrights, patents, or securities.

"Property" means, unless otherwise stated, real property, equipment, and intangible property.

"Real property" means land, including land improvements, structures, and appurtenances thereto, but excludes movable machinery and equipment.

- B. Property to be used for the purposes of carrying out the duties and responsibilities provided for in this contract may be purchased with funds from this contract only if authorized by the Department through the terms of this contract.
- C. Property purchased with federal funding must be purchased, managed, and disposed of in accordance with the pertinent provisions at 74 CFR §§ 74.32, 74.34, 74.35, 74.36, and 74.37 and 92 CFR §§ 92.31, 92.32, 92.33 and 92.34.
- D. The Contractor agrees to maintain property records for each piece of equipment purchased with funds received under this contract which exceeds \$5000 in acquisition cost. The records should include: description of the equipment, a manufacturer's serial number or other identification number, the acquisition date and the original cost. The present location use and condition of the equipment and the percentage of department funds (both federal and/or state) used in the acquisition of the property. The property records must also reflect the final disposition of such equipment and the Department's approval of such disposition. The property records must be confirmed through a physical inventory at the end of the contract period.
- E. The Department retains the right to determine the ultimate disposition of any equipment or property purchased with funds received under this contract which exceeds \$5000 in unit acquisition costs.
- F. At such time as the Contractor no longer contracts to deliver services to the Department or as directed by the Department during the term of the contract, the Contractor agrees to deliver, as may be required by law or as may be directed by the Department, title to and possession of any property purchased with contractual monies to the Department or to any entity designated by the Department.
- G. All patent and other legal rights in and to inventions arising out of activities assisted by funds from this contract must be available, in accordance with 37 CFR Part 401 and any other applicable legal authority, to the public for royalty-free and nonexclusive licensing. The Contractor must notify the Department promptly in writing of any invention conceived or actually reduced to practice in the course of performance of this contract.
- H. The Department and any federal agency from which funds for this contract are derived have, in accordance with 45 CFR §74.36 and 45 CFR §92.34, a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use for Department and agency purposes any written, audio or video material developed under this contract.

SECTION 20: ACCESS TO PREMISES

The Contractor must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect,

monitor or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the safety and convenience of the persons performing those duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 21: CONTRACT TERMINATION

- A. The Department may immediately terminate the whole or any part of this contract for failure to perform the contract in accordance with the terms of the contract and other governing authorities.
 - 1. If there is no exigency or risk of harm to persons from continued performance, the Department, in its discretion, may impose penalties and/or provide notice to the Contractor of the failure to perform and allow the Contractor 30 days during which to cure the failure.
 - 2. Failure to perform includes, but is not limited to, failure to:
 - a. perform the services within the time limits specified in this contract;
 - b. perform any of the requirements of this contract;
 - c. perform its contractual duties or responsibilities in accordance with the terms of the contract or any other authority, including statute, rules, or policy that govern the standards for performance; or
 - d. comply with any law, regulation or licensure and certification requirement.
- B. The Department may terminate the whole or any part of this contract when federal or state funding for this contract becomes unavailable for any reason. The Department must give notice to the Contractor at least thirty (30) days prior to the effective date of termination.
- C. Either party may terminate this contract without cause. The party terminating this contract must give notice of termination to the other party at least 60 days prior to the effective date of termination.
- D. Notice of termination must be given in writing.
- E. Notice of termination given to the Department by the Contractor may only be revoked with the consent of the Department.
- F. Upon contract termination or nonrenewal of this contract, the Contractor must allow the Department, its agents and representatives full access to the Contractor's facilities and records to arrange the orderly transfer of the contracted activities.

SECTION 22: LIAISON AND SERVICE OF NOTICES

- A. Doug Blakley, , 444-7787/fax 444-7743, dblakley@mt.gov, is the liaison for the Department. XXX, is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this contract.
- B. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this contract.

SECTION 23: CHOICE OF LAW, REMEDIES AND VENUE

- A. This contract is governed by the laws of the State of Montana.
- B. Any remedies provided by this contract are not exclusive and are in addition to any other remedies provided by law.
- C. In the event of litigation concerning this contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- D. In the event of a contractual dispute, the Contractor agrees to continue performance under this contract unless the Department explicitly waives performance in writing.

SECTION 24: SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This contract consists of xx numbered pages, Form OMB 424B (Assurances - Non-Construction Programs), and attachments A and B. This is the entire contract between the parties.
- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained herein.
- C. The headings to the sections of this contract are for convenience of reference and do not modify, the terms and language of the provisions to which they are headings.
- D. No contractual provisions from a prior contract of the parties are valid or binding in this contractual agreement.
- E. This contract, except as may be otherwise provided by the terms of this contract, may not be enlarged, modified or altered except by written amendment signed by the parties to this contract.
- F. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract along with any attachments prepared by the Department, inclusive of request for proposal, if any, govern over the Contractor's proposal if any.

- G. If any provision of this contract is determined by a court of law to be invalid legally, all other provisions of this contract remain in effect and are valid and binding on the parties.
- H. If any provision of this contract, per se or as applied, is determined by the Department to be in conflict with any federal or state law or regulation then the provision is inoperative to the extent that the Department determines it is in conflict with that authority and the provision is to be considered modified to the extent the Department determines necessary to conform with that authority.
- I. Waiver of any default, breach or failure to perform under this contract is not deemed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of any default, breach or failure to perform is not construed to be a modification of the terms of this contract unless reduced to writing as an amendment to this contract.

The parties through their authorized agents have executed this contract on the dates set out below.

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

By: _____ Date _____
Kelly Williams, Administrator
Senior and Long Term Care Division
P. O. Box 4210
Helena, MT 59604
444-4209

By: _____ Date _____

APPENDIX A

CERTIFICATION OF COMPLIANCE WITH CERTAIN REQUIREMENTS FOR DEPARTMENT OF PUBLIC HEALTH & HUMAN SERVICES CONTRACTORS (May 2003)

The Contractor, ACTION for Eastern Montana, for the purpose of contracting with the Montana Department of Public Health & Human Services, certifies to the Department its compliance, as may be applicable to it, with the following:

- A. That the Contractor does not act in collusion with other contractors for the purpose of gaining unfair advantages for it or other contractors or for the purpose of providing the services at a noncompetitive price or otherwise in a noncompetitive manner.
- B. That the Contractor is an independent contractor; that it maintains necessary and appropriate workers compensation and unemployment insurance coverage; that it is solely responsible for and must meet all labor and tax law requirements pertaining to its employment and contracting activities, inclusive of insurance premiums, tax deductions, tax withholding, overtime wages and other employment obligations that may be legally required with respect to it.
- C. That the Contractor, any employee of the Contractor, or any significant subcontractor in the performance of the duties and responsibilities of the proposed contract, are not currently suspended, debarred, or otherwise prohibited from entering into a federally funded contract or participating in the performance of a federally funded contract.
- D. That the Contractor is in compliance with all of the privacy, electronic transmission, coding and other requirements of the Health Insurance Portability And Accountability Act of 1996 and its implementing rules as may be applicable to the Contractor.
- E. That the Contractor, if receiving federal monies, does not expend federal monies in violation of federal legal authorities prohibiting expenditure of federal funds on lobbying federal and state legislative bodies or for any effort to persuade the public to support or oppose legislation.
- F. That the Contractor, if receiving federal monies, prohibits smoking at any site of federally funded activities that serves youth under the age of 18. This is not applicable to sites funded with Medicaid monies only or to sites used for inpatient drug or alcohol treatment.
- G. That the Contractor, if receiving federal monies, maintains drug free environments at its work sites, providing required notices, undertaking affirmative reporting, et al., as required by federal legal authorities.
- H. That the Contractor manages any real, personal, or intangible property purchased or developed with federal monies in accordance with federal legal authorities.
- I. That the Contractor, if receiving federal monies, is not delinquent in the repayment of any debt owed to a federal entity.
- J. That the Contractor, if expending federal monies for construction purposes or otherwise for property development, complies with federal legal authorities relating to flood insurance, historic

properties, relocation assistance for displaced persons, elimination of architectural barriers, metric conversion, and environmental impacts.

- K. That the Contractor, if expending federal monies for research purposes, complies with federal legal authorities relating to use of human subjects, animal welfare, biosafety, misconduct in science and metric conversion.
- L. That the Contractor, if receiving \$100,000 or more in federal monies, complies with all applicable standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the federal Energy Policy and Conservation Act.

The Contractor is obligated during the duration of the contractual relationship to abide by those requirements pertinent to it in accordance with the governing legal authorities.

Not all of these assurances may be pertinent to the Contractor's circumstances. This certification form, however, is standardized for general use and signing it is intended to encompass only provisions applicable to the circumstances of the Contractor in relation to the federal and state monies that are being received.

These assurances are in addition to those stated in the federal OMB 424B (Rev. 7-97) form, known as "**ASSURANCES - NON-CONSTRUCTION PROGRAMS**", issued by the federal Office of Management of the Budget (OMB). Standard Form 424B is an assurances form that must be signed by the Contractor if the Contractor is to be in receipt of federal monies.

There may be program specific assurances, not appearing either in this form or in the OMB Standard Form 424B, that the Contractor may have to provide by certification.

This form, along with OMB Standard Form 424B, are to be provided with original signature to the Department's contract liaison. The completed forms are maintained by the Department in the pertinent purchase and contract files.

Further explanation of several of the requirements certified through this form may be found in the Department's standard Request For Proposal (RFP) format document, standard contracting requirements document, and set of standard contract provisions. In addition, detailed explanations of federal requirements may be obtained through the Internet at sites for the federal departments and programs and for Office for Management of the Budget (OMB) and the General Services Administration (GSA).

AGENCY

By: _____ Date _____

APPENDIX B

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA. The Department Of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA.

There can be difficulty in interpreting the applicability of HIPAA to an entity. It is advisable to retain knowledgeable consultants or attorneys to advise concerning determinations of applicability.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA requirements. These are public sites.

- 1) U.S. Department Of Health & Human Services / Centers For Medicare & Medicaid Services

www.cms.gov/hipaa

The federal Department Of Health & Human Services / Centers For Medicare & Medicaid Services (CMS) provides information pertaining to transactions, security and privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. CMS is responsible for the implementation nationally of the transactions and security aspects of HIPAA.

- 2) U.S. Department Of Health & Human Services / Office Of Civil Rights

www.hhs.gov/ocr/hipaa

The federal Department Of Health & Human Services / Office Of Civil Rights (OCR) provides information pertaining to privacy requirements under HIPAA including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy aspects of HIPAA and serves as both the official interpreter for and enforcer of the privacy requirements.

3) U.S. Department Of Health & Human Services / Centers For Disease Control & Prevention

www.cdc.gov/privacyrule

The federal Department Of Health & Human Services / Centers For Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

OTHER NATIONAL PUBLIC RESOURCES

WEDI/SNIP

www.wedi.org/snip

The Workgroup For Electronic Data Interchange is a collaborative national effort, inclusive of the federal entities, that has undertaken a broad effort at the implementation of HIPAA, in particular the electronic transactions and security aspects, known as the Strategic National Implementation Process. There are several regional and state based WEDI/SNIP efforts. There is not one, however, that covers Montana.

STATE RESOURCES

1) Montana Collaborative Website

www.hipaamontana.com

This site is a collaborative website of several entities, including the Department Of Public Health & Human Services, that provides information to the public on HIPAA as it relates to entities in Montana. The Department's policies and forms, pertaining to implementation of HIPAA, appear at this site. This site also provides an analysis as to the interplay of HIPAA with Montana laws on confidentiality.

2) Department Website For Medicaid Providers

www.mtmedicaid.org

This site provides information for providers of services funded with Medicaid monies. HIPAA requirements in relation to Medicaid state plan services are described at this site.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPAA requirements. Those are important resources in making determinations as to the applicability and implementation of HIPAA.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources have proven to be inappropriate for certain types of entities and circumstances and some may lack the necessary knowledge concerning the applicability and implementation of HIPAA.

ATTACHMENT C – ADDGS GRANT Educational Objective

Objective Number Three: Research has shown that respite care is most effective when combined with other services and assistance. Respite care should not stand alone as a single strategy - caregivers need education, emotional and social support, and a sense of belonging with others.¹ Based on this approach, Montana will undertake a number of educational, awareness, and training efforts in support of the direct care component of the grant. The Caregiver Committee identified the following educational areas as needing improvement: increase access to information about Alzheimer's disease to people living in frontier/rural areas; provide information on common legal issues facing Alzheimer's caregivers; provide skills-based training on self help techniques and empowerment skills for Alzheimer's caregivers so they can take better care of themselves as they provide care; provide methods of identifying, preventing and handling combative and disruptive behaviors on the part of care recipients that can lead to caregiver burnout and institutionalization of the care recipient; develop and strengthen Alzheimer's support group activities; and, facilitate web-based training for Alzheimer's caregivers to allow frontier caregivers greater access to information.

All educational efforts will be coordinated with the development of the new demonstration programs to give providers and caregivers working on the demonstration programs choices about programs that work best for them. Several collaborative efforts are being developed to reach as many frontier caregivers as possible. Examples include working with the Montana State University Extension Service to deliver the Powerful Tools for Caregivers program (PTC) and working with the nursing home and hospital associations and the Alzheimer's Chapter to deliver training for both formal and informal caregivers on handling problem behaviors on the part of care recipients. Both efforts use the cost effective train-the-trainer format, with trainers returning to their communities to train caregivers.

POWERFUL TOOLS FOR CAREGIVERS PROGRAM

Two staff from the Montana State University Extension Service completed in 2005 the Mather LifeWays class leader course for Powerful Tools for Caregivers. In collaboration with the Alzheimer's Chapter, they will conduct one 2½ day train-the-trainer course the first year of the grant and two courses in each of the next two years. Class size will be approximately 20 participants per session.

Potential trainers will be recruited from the 23 current Alzheimer's support group facilitators, 56 county extension agents, respite care providers, the Aging and Disability Resource Center, and the Aging Network. Grant funds will cover the class participants' travel, per diem costs, and training materials.

The PTC program teaches caregivers self-care techniques and empowerment skills. This train-the-trainer program is currently used by dozens of organizations in 17 states. Caregivers who attend the training will receive the caregiver handbook and resource materials specific to Montana. Caregivers will attend six weekly classes, each two and one-half hours in length that address the needs of the caregiver. Mather LifeWays

received an AoA grant to test this program. Research on caregivers who have participated in the classes has shown depression scores decrease, self-confidence scores increase, negative reactions to memory and behavior changes decrease, and the number of hours that caregivers spend in relaxation and exercise activities increase. Confidence in getting family or friends to stay with the care recipient for a few hours also showed improvement.ⁱⁱ

NONVIOLENT CRISIS INTERVENTION TRAINING PROGRAM

Dealing with combative or disruptive behaviors on the part of care recipients is one of the most challenging tasks facing both informal and formal Alzheimer's caregivers. It can also have some of the most serious consequences. The Nonviolent Crisis Intervention training program, developed by the Crisis Prevention Institute (CPI), offers a solid foundation of prevention and intervention approaches based on a philosophy of providing the best possible welfare, care, safety and security for caregivers and care recipients.ⁱⁱⁱ The training program is the most widely used program in the world for the effective management of combative and disruptive behaviors. Research has found that the program reduces behaviors and verbal conflicts between staff and care recipients.^{iv}

^v The program uses the train the trainer model. It combines visual, auditory and experiential training methods to accommodate various adult learning styles and reinforce understanding of program concepts and techniques. Extensive demonstrations, simulations, role-plays and practice, a written examination, peer teaching activity, and competency-based testing ensures that participants learn and understand program concepts. Currently, about five nursing facilities in the State use this program.

Trainers will return to their community's care settings and teach caregivers to respond effectively to the warning signs that someone is beginning to lose control, as well as providing ways caregivers can deal with their own stress, anxieties, and emotions when confronted with these challenging situations.

The training will be a partnership between Alzheimer's Chapter, Montana Hospital Association, Montana Health Care Association, Quality Assurance Division of the Department (which is responsible for the certification and licensure of long-term care facilities in Montana) and the Senior and Long Term Care Division. Five thousand dollars from the Department's nursing home Civil Monetary Penalty fine account will be used annually as part of the match for this endeavor. The CPI training program will be offered to all 100 nursing home facilities (including those with Alzheimer's units), 180 assisted living facilities, six state or regional Ombudsmen, 23 Alzheimer's support group facilitators, respite demonstration programs, State Certification staff, and other interested providers in the Aging Network.

Trainers completing the four-day training program automatically receive membership status to the [International Association of Nonviolent Crisis Intervention® Certified Instructors](#) (IANCICI), and are entitled to technical support, services, and benefits through CPI. In addition to the resources and support provided to trainers through CPI, the State will also contract with a state-based certified trainer with experience using Nonviolent Crisis

interventions to act as a local resource for trainers and their organizations. In combination with the resources of CPI, this will increase trainers' effectiveness in dealing across a broad range of caregiver settings and client behaviors.

ⁱ Lund, D. A., & Wright, S. D. "Respite Services: Enhancing the Quality of Daily Life for Caregivers and Persons with Dementia" (2nd ed.). Salt Lake City: University of Utah College of Nursing and Alzheimer's Association of Utah 2001

ⁱⁱ Mather LifeWays, Evanston, IL <http://www.matherlifeways.com/>

ⁱⁱⁱ Crisis Prevention Institute, Brookfield MN <http://www.crisisprevention.com/>

^{iv} The Journal of Safe Management of Disruptive and Assaultive Behaviors Vol 6 No 3, Winter 1998

^v Jambunathan and Bellaire, "Evaluating staff use of Crisis Intervention Techniques: A Pilot Study" Issues in Mental Health Nursing Vol 17, No 6 Nov-Dec 1996